
CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: MR
BID NO.: A579-06-MR

Date Issued: August 19, 2005
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FORMAL INVITATION FOR BIDS
ANNUAL CONTRACT: MAINTENANCE OF ELEVATORS AT THE TOWER OF AMERICAS

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time **September 6, 2005**

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids	Specifications and General Requirements
Terms and Conditions of Invitation for Bids	Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

Signature of Person Authorized to Sign Bid _____ City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

Please complete the following:

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

☐ Non-minority ☐ Hispanic ☐ African-American ☐ Other Minority (specify) _____

☐ Female Owned ☐ Handicapped Owned ☐ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Other (specify) _____

Tax Identification Number: _____ Social Security Number: _____ - _____ - _____

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No:	Date:	Amount:
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Approved: _____

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS

READ CAREFULLY

1. GENERAL CONDITIONS

Bidders are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Open Information Act, Government Code Chapter 552, therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Open Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the Invitation for Bids.
- (b) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- (c) Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (d) Alternate bids may be allowed at the sole discretion of the City.

- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

- (a) **Bids in triplicate** shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an “All or None” basis or a “Low Item” basis. An “All or None” basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder’s response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations. Re Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION**TERMINATION-BREACH:**

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice **thirty** days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice **sixty** days prior to the date of cancellation of the contract.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

19. INDEMNITY

- (a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.
- (b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY**, **PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within **ten** days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance the City’s purchasing power. At the City’s sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter “IFB”). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder’s acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City’s use of Vendor’s name, trademarks and Vendor provided materials in City’s presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City’s contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260 and referenced by bid number.

SPECIFICATIONS AND GENERAL REQUIREMENTS

PERIOD OF CONTRACT: This Contract will be for the period beginning October 1, 2005 terminating October 31, 2010.

SCOPE: The City of San Antonio is soliciting bids for a contractor to provide preventive maintenance service of the elevator systems servicing the Tower of Americas located at 600 Hemisfair Park, San Antonio, TX, 78205, in accordance with the specifications listed herein. This service is needed by the Parks & Recreation Department to maintain elevators within minimum safety guidelines.

STANDARD REQUIREMENTS

1. A purchase order will be issued for each City agency authorized to place orders against this annual contract. Contractor must have the Contract Purchase Order before performing any service. Payment will be made by the City in accordance with provisions stated on the Purchase Order.
2. When Contractor cannot abide by terms and conditions in fulfilling the contract, Contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge the contractor the difference between contract price and the purchase price.
3. All invoices must be submitted in writing to the address indicated on Purchase Order. Invoices shall show purchase order number and corresponding City agency. Invoices must be legible. Items billed on invoices should be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices unless otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage and net unit will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check. At the City's request, additional copies of invoices shall be supplied to the address stated by the requesting Department.
4. Bidder's facilities and equipment will be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.
5. The City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the contractor; provided, that the City shall give the contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.
6. Award will be made to one firm only.

General Requirements:

1. The importance of the elevators covered by these specifications, demand that they be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications, and be kept capable of providing their initial maximum capacity, speed, and performance. The City of San Antonio reserves the right to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled. Should it be found that

the standards specified herein are not satisfactorily maintained, the City of San Antonio may immediately demand that the Contractor place the elevator in condition to meet these requirements. The Contractor's failure to comply with such a demand within a reasonable time will constitute a circumstance under which the City of San Antonio may terminate the agreement.

2. Contractor shall have all required insurance such as workers compensation, property and auto liability with limits as shown herein and hold all proper and current licenses and bonds. In addition, Contractor is responsible for obtaining all required permits and inspections as required by the Department of Building Inspection.
3. The Contractor shall supply all labor, materials, transportation and tools necessary for the proper execution and completion of the work; and shall perform in the best and most workmanlike manner the maintenance service and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with the contract documents. Contractor shall provide full time supervision and properly skilled craftsmen to perform the work required under this bid invitation.
4. Before ordering any material or doing any work, the Contractor shall verify all required procedures and shall be responsible for correctness of the same. No exchange or compensation will be allowed on account of differences.
5. The Contractor shall confine his operations and work force to the space allowed by law and as allotted by the owner. The Contractor, at his expense, shall protect and be responsible for any damage to property, etc.
6. The Contractor shall furnish and pay for all means of removing all trash and debris generated by his work. The service area shall be kept clean and maintained. No debris shall be dumped and left about the building or surrounding areas. Upon completion of the work, the serviced area shall be left clean and free of any and all trash, scraps, cartons, etc. incidental to performance of contracted services.
7. The City of San Antonio reserves the right to request evidence that the bidder meets the following qualifications as a corporation, proprietorship or partnership:

A. CORPORATION:

- i. Has adequately established financial responsibility and stability. Provide financial statements for last 3 years (i.e. Year-end statement of financial condition, changes in financial condition, and income statement).
- ii. Is incorporated under the laws of Texas as applicable, is lawfully licensed, and has all necessary required permits.
- iii. Has been operating in business for at least three (3) consecutive years prior to awarding of the contract.

B. PROPRIETORSHIP OR PARTNERSHIP:

- i. Has adequately established financial responsibility and stability. Provide financial statements for last 3 years (i.e. Year-end statement of financial condition, changes in financial condition, and income statement).

- ii. Has been operating in business for at least three consecutive years either on his own account or as an employee in a supervisory capacity prior to awarding of the contract.
 - iii. Is lawfully licensed, and has all necessary required permits to do business in compliance with all applicable laws of the State of Texas.
8. Each firm shall furnish as part of the bid submittal evidence satisfactory to the City of San Antonio specifically stating that the management of the firm has satisfactorily maintained elevators of the type and grade to the degree included in these specifications. To be entitled for consideration, the bidder shall furnish a statement to the effect that he has available under his direct employment and supervision the necessary organization and facilities, located within the City of San Antonio, Texas properly fulfill all the service and conditions required under these specifications, and the personnel trained in the maintenance of this type of equipment.
9. Bidder shall submit, upon request of the Building Maintenance Manager, City of San Antonio, for his sole discretion, a resume of experience of the assigned foreman, and a list of elevator service contracts within the last 12 months and/or current contracts.
10. List of other name(s) under which organization has done business within the last 3 years.
11. When contractor cannot abide by terms and conditions in fulfilling contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
12. Any materials or parts used in complying with contract are to be equal to or better than original equipment. The Owner/Inspector will periodically monitor the work and accomplish an inspection after completion of work for final approval and release.
13. Additional work on this contract can only be done with City approval. The City, however, reserves the right to solicit bids from other companies on repair work that is not specifically included in the scope of this contract.
14. EMERGENCY REPAIR: For the purposes of this contract, repairs not covered by the outlined monthly and annual maintenance procedures and deemed necessary by the department may be classified as an EMERGENCY REPAIR. The contractor shall not begin any work that is beyond the scope of this contract unless specifically requested by the Building operations manager in writing. This work may be billed in accordance with items II. & III. on the price schedule. The CITY will not pay for any unauthorized parts or labor charges unless contractor submits invoices with a copy of the written work order as supplied by the City Department requesting the repairs. Such invoices shall have the language EMERGENCY REPAIR indicated and billed in accordance with the price schedule.
15. The quantities shown are estimates only and are in no way binding upon the City of San Antonio. Estimated quantities will be used for the purpose of evaluation. The City may increase or decrease quantities or discontinue use of services specified in line items as needed
16. Contractor upon arrival to site must check in with Operations Supervisor and get a service slip signed by same before departure. All maintenance or service must be scheduled in advance.

17. Contractor should produce an invoice monthly with a checklist of items addressed upon each visit. Suggested repairs for items that are in danger of imminent failure should be detailed along with a cost estimate. This cost estimate shall not be construed as an authorization for additional work. Submit invoices and extra work proposals to site contact person before the next service visit in addition to the location stated on Purchase Order.
18. **INSURANCE REQUIREMENTS:**
The contractor shall maintain, for the duration of this agreement and any extensions or renewals hereof, insurance by a company or companies qualified to do business in the State of Texas, and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

Type	Amount
*Workers Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

*Any alternate workers compensation employer's liability insurance plan submitted by the vendor must be approved by the City's Risk Management Dept.

Contractor shall provide the City with 30 days advance notice, in writing, of cancellation or material change in coverage. Workers' Compensation Insurance Coverage.

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-

82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on

the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor

does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

MAINTENANCE SERVICE SPECIFICATIONS:

Contractor agrees to maintain the elevator system at the location identified within these specifications, using factory trained mechanics, (defined as personnel who have had formal specific manufacturer's training and are qualified by elevator trade standards for maintenance or repair of elevator systems) employed and supervised by contractor. These mechanics will keep elevator equipment in proper operating condition, properly adjusted and will exercise all reasonable care in doing so.

The importance of the elevators covered by these specifications, demand that they be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications, and be kept capable of providing their initial maximum capacity, speed, and performance. The City of San Antonio reserves the right to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled. Should it be found that the standards specified herein are not satisfactorily maintained, the City of San Antonio may immediately demand that the Contractor place the elevator in condition to meet these requirements. The Contractor's failure to comply with such a demand within a reasonable time will constitute a circumstance under which the City of San Antonio may terminate the agreement.

TOWER ELEVATOR MAINTENANCE SPECIFICATIONS:

Furnish Labor and material for preventive and repair maintenance of three (3) Omni /Thyssen passenger traction elevators located at the Tower of the Americas 600 Hemisfair park, San Antonio Texas 78205
All service and maintenance will be as specified and no verbal agreement will be binding.

- 1) A record of all maintenance, callbacks and repairs shall be kept by the contractor indicating work performed. Any difficulties experienced and the corrective measures taken to eliminate the difficulties shall be recorded. A maintenance record file shall be provided to the Department of Parks and Recreations and all work accomplished shall be verified in writing. The contractor's mechanic shall check into the maintenance office or to the maintenance representative when he arrives and when he leaves the tower of the Americas Facility. Copies of the mechanics time ticket, verifying time spent to each visit, shall be left with the maintenance representative. Contractor is to provide a log book to serve as a permanent record of sign in and sign out of mechanics. The Contractor shall also provide and maintain in each elevator machine room, a preventive maintenance check chart and a call back and repair log for each elevator.
- 2) The contractor shall furnish a qualified elevator mechanic on the job site for performance of examination and preventive maintenance a minimum of one (1) hour per unit inspection time.
Travel time and callbacks will not qualify as inspection time. The contractor shall maintain an adequate number of trained personnel in Bexar County, Texas at all times specifically assigned to perform routine preventative maintenance work. Repair crews shall be available to perform planned or emergency repairs so that the regular maintenance personnel are able to proceed with routine preventive maintenance without interruptions. A maintenance supervisor must be located in Bexar County, Texas specifically assigned to this project. Supervisor will be responsible for maintaining the standards of elevators performance as designed by the manufacturer. The contractor agrees by bid, to the guaranteed response time for any calls made for repairs.
- 3) The contractor shall maintain and provide replacement parts, by the manufacturer, to maintain the equipment in first class and safe operating condition. These parts shall be made available for inspection by

a representative of the City. With this bid a list of parts to be maintained for proper maintenance and repairs of the equipment shall be submitted. The inventory shall include, but not be limited to, the following items:

- | | | |
|----|------|-------------------------------------------------------------------------------------------|
| 1 | each | Door operator components |
| 1 | each | Safety Edge, complete |
| 1 | each | Photo electric eye unit if used |
| 10 | each | Hoistway door hangers rollers |
| 5 | each | Reel closures |
| 10 | each | Hoistway door lift rods |
| 10 | each | Door pick up rollers |
| 6 | each | Electric mechanical Hoistway door interlocks, ample supply of Hoistway and car door gibs. |
| 1 | each | Door printed circuit board |
| 6 | each | static floor selector switches. |
| 6 | each | Magnetic leveling units |
| 1 | each | brake coil, each type if different |
| 1 | each | replacement plunger packing |
| 3 | each | Hatchway limit switches |
| 3 | each | Hatchway mechanical slowdown switches |

All necessary electrical components, including relays, contacts, coils, rectifiers, resistors, transformers starter relay contacts, hall and car push button replacement parts and replacement bulbs. Contractor shall also provide for an ample supply of lubricants, as specified by original equipment manufacturer.

- 4) All elevators under this contract shall be maintained by the contractor in first class operation, furnish all materials and labor, and complying with all requirements of current American Standard Safety code ANSI A17.1 latest edition or revisions. During the inspection visit, the contractor shall clean, adjust and lubricate the equipment as specified herein, determine the nature and extent of any trouble and restore the equipment to satisfactory service. At no additional cost to the City other than the abuse and vandalism clause, provide for in the contract.

5) Traction Elevator

- A) During the scheduled inspection preventative maintenance examine, clean, lubricate, adjust, and when conditions warrants repair or replace the following.

Motor generator, controllers, selectors, dispatcher, and relay panels, machine brakes and brake pulleys:

Parts thereof, including:

Hoisting motors, selector motors, excitor and regulator, worms, gears, and thrusts, bearings, Rotating elements, brake magnet coils, brushes, brush holders and commutators, brake shoes, Linings and pins, windings and coils, contacts, relays and timers, resistors and transformers, Solid state devices, deflector, secondary and all other sheaves, shafts, bearings, and assemblies, Automatic power doors operators, landing and car door hangers, landing and car door contacts, door protective devices, Hoistway door interlocks, bottom door guides, manual door closers and auxiliary door closing devices.

Keep guide rails properly lubricated, except where roller guides are used. Replace guides shoe gibs or rollers, when condition warrants, providing smooth and quiet operation.

Repair or replace control cables, when condition warrants.

Annually drain the gear case, flushing to remove sediments and grit, and refill with new gear oil.

Relamp all signals when found inoperative.

Utilize lubricants compounded to the manufacturer's specifications.

Periodically examine, clean, lubricate, adjust, and when condition warrants, repair or replace

The following safety devices:

Interlock and door closers

Car and counterweight buffers

Overspeed governors, governor tension sheave assemblies, and car counterweight safeties.

Limit, landing and slowdown switches.

Door protective devices and Alarm bells

Conduct a yearly no load, low speed, test of car and counterweight safeties and a test of buffers and five year full load safety test as required by ANSI Codes A17.1 latest edition. Test to be conducted with owner representative.

Periodically equalize the tension in all Hoistway ropes.

Replace all wire rope and fastenings, when conditions warrant.

Examine and when condition warrants, regroove or replace all sheaves, governor,

Tension sheaves, secondary or deflection sheaves, and compensating sheaves.

Periodically examine, lubricate, adjust, and when conditions warrant through normal

Wear and tear repairs or replace the following accessory equipment:

Car and corridor operating push buttons

Load weight equipment

All hall lanterns, car position indicators, lobby control panels, car operating panels and all other signal and accessory facilities furnished and installed as a part of the whole equipment.

- B) The contractor shall maintain the original contract speed in feet per minute, the original performance time including acceleration and retardation as designed and specified by the elevator manufacture and perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of ANSI A17.1 Latest Edition.
- 6) Contractor to perform an annual test for certification of elevators to include all operating equipment and Governors in accordance with ANSI A17.2, revised. These tests must be performed in the presence of the owner or his authorized representative. Contractor shall perform a total clean-out of equipment, including pits, pans, balustrade interior as condition warrants or annually. During the months of May through September, Pits (3) shall be drained and cleaned out twice weekly.

Special Conditions

1. Contractor will make bi-weekly inspections, Tuesday and Thursday, on each elevator. The tower personnel will be notified prior to each inspection giving date and time. City agrees to report any condition which may indicate the need for correction before the next schedule inspection. Contractor shall perform a semi-annual inspection and evaluation of the elevator equipment with the owner and will provide a copy of the inspection for review. Barricades and signage shall be posted prior to work being done on all levels during all work to assure safety if the public. Inspections shall be coordinated with tenants. The City of San Antonio shall provide contact information at the time of award of contract.
2. The contract includes emergency callbacks. Contractor agrees to respond to emergency callbacks within a maximum of 1 hour, 24 hours a day seven days a week. Contractor must check in with tower maintenance personnel prior to start of work. Contractor is to check out with the same representative after completing the work and leave a service report. Because of the very public nature of this equipment, emergency calls for stranded elevators carrying passengers will be responded to immediately. Emergency callbacks will be considered part of the bid for maintenance of the equipment.

3. Contractor is not responsible for misuse, negligence on the city's part or vandalism of elevators, but due to heavy use of the equipment to move passengers, doors, knocked off track and broken push buttons on the elevators will not be considered misuse or vandalism. Correction of these problems will be considered part of the bid for maintenance of the equipment. Physical damage done to doors or door equipment will be considered misuse or vandalism.
4. There shall be no additional labor charge for any mechanic already provided for by this contract during regular working hours.
5. All work is to be performed during normal working hours and on normal working days unless otherwise specified. Regular time callbacks will be included in this contract and will be confined to emergency minor adjustments deemed necessary between regularly scheduled inspections.

ELEVATOR CAR EMERGENCY PHONE MONITORING

The contractor shall provide a manned telephone monitoring service on a continual basis during the term of this contract. Continual basis is defined as 24 hours per day, 7 days per week, for the term of the contract. A call placed by the phone in the elevator car shall be answered immediately and the contractor shall determine if there is an entrapment situation. Once this determination has been made, the contractor shall immediately dispatch service technicians as needed to free occupants. Contractor shall request from the Department a copy of all City contact personnel required to assist in providing access to the facility. If no City contact is available, contractor shall notify municipal emergency services as necessary to obtain access to the facility covered by this contract. Services for resolution of entrapment issue shall be billed in accordance with the emergency parts and labor provisions as listed on line items II. & III. in the price schedule .

The Emergency Elevator Car phone system shall be tested on a weekly basis. Contractor shall be responsible to inspect the phone system to determine compatibility with his systems before bid submittal.

INDICATE RESPONSE TIME: _____

SPECIAL CONDITIONS:

1. Prices will be firm for the term of the contract period, however, the City agrees to an annual price adjustment on the anniversary of this agreement based on the percentage of increase or decrease in the straight time hourly labor cost for elevator examiners, in the locality where the equipment is to be examined. The City is to be notified in writing of any price adjustment thirty days prior to such. The request for price adjustment must be accompanied by a letter from the union which reflects the increase or decrease in the hourly labor cost. Any price adjustments will become effective upon the date of approval by the City of San Antonio. Send price adjustment requests and documentation to:

Marc Ripley, Buyer
COSA Purchasing Department <AND >
131 W. Nueva STE 175
San Antonio, Texas 78204

Blanche Mendoza
Tower of America Operations
P.O. 839966
San Antonio, TX 78283

9. Contractor must be readily accessible through a 24 hour physically manned phone. Answering machines are not acceptable.

Provide Emergency Phone Numbers: _____

10. If contractor does not respond to call within the time frame agreed and/or if the contractor fails to use factory qualified mechanics, the City of San Antonio will adjust the contractor's billing downward by (deduct) \$150.00 for each occurrence. Determination of the validity of the infraction shall be determined by the City of San Antonio, based upon observation or resulting from an audit.

ADDITIONAL INFORMATION:

For information or site inspection please contact Blanche Mendoza, Facilities Operation Coordinator at (210) 207-3029. For other information please contact Marc Ripley, Buyer at (210) 207-4050.

PRICE SCHEDULE

ITEM	ESTIMATED ANNUAL QUANTITY	PRICE
I. <u>MONTHLY MAINTENANCE</u> Month	12 Months	\$_____ Per
<u>ELEVATOR SYSTEM AT TOWER OF AMERICAS</u>		

II.
EMERGENCY REPAIR LABOR

A. Prime Time Labor (8 AM- 5 PM M-F) Technician / Journeyman	15 Hrs	\$_____ Per Hour
B. Helper	15 Hrs	\$_____ Per Hour
C. After Hours Labor (5 PM – 8 AM M-F) Technician / Journeyman	8 Hrs	\$_____ Per Hour
D. Helper	8 Hrs	\$_____ Per Hour
E. Week End & Holiday Labor (All Hours) Technician / Journeyman	2 Hrs	\$_____ Per Hour
F. Helper	2 Hrs	\$_____ Per Hour

III.
EMERGENCY REPAIR PARTS

Indicate pricing method applied:

☐ Discount off listed price in catalog _____ % Discount

Catalog Name _____

☐ Dealer Cost Plus Percentage _____ % Surcharge

SOLICITATION QUESTIONNAIRE

The City of San Antonio Purchasing and General Services Department constantly strives to improve competitive bidding with historically underutilized enterprises. In order to facilitate these improvements, we would like to know how you were informed that this Invitation for Bid was active and how you may have received a copy of the document.

How did you learn of this bid opportunity?

Direct Contact with Purchasing & General Services	<input type="checkbox"/>
City of San Antonio Website (www.sanantonio.gov)	<input type="checkbox"/>
Bid notification service (i.e. Demandstar)	<input type="checkbox"/>
Newspaper or trade publication	<input type="checkbox"/>
City Information Cable Channel 21	<input type="checkbox"/>
Another Vendor or Supplier	<input type="checkbox"/>
Other Means: Describe _____	<input type="checkbox"/>

How did you obtain your copy of the Bid Document?

Direct Contact with Purchasing & General Services

Via Email ☐ Via Fax ☐ In Person ☐

City of San Antonio Website (www.sanantonio.com) ☐

Bid notification service (i.e. Demandstar)

Via Email ☐ Via Fax ☐ In Person ☐

Other Means: Describe _____ ☐

COMPANY NAME: _____ DATE: _____

Note: Questionnaire to accompany bid submittal

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "BID TO FURNISH ANNUAL CONTRACT: MAINTENANCE OF
ELEVATORS AT THE TOWER OF AMERICAS"
BIDS TO BE OPENED: 2:00 P.M., SEPTEMBER 06, 2005
BID NO.: A579-06-MR

REMARKS: